

<b>SILVERTIP FOREST SERVICES, INC.,</b>	)	<b>AGBCA Nos. 2000-149-2</b>
	)	<b>2001-149-2</b>
Appellant	)	
	)	
<b>Representing the Appellant:</b>	)	
	)	
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	)	
<b>Representing the Government:</b>	)	
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**DECISION OF THE BOARD OF CONTRACT APPEALS**

**November 28, 2001**

**Opinion for the Board by Administrative Judge POLLACK.**

These appeals arise out of Contract Nos. 43-03J1-8-0158 and 43-03J1-7-0143, Old Growth Surveys, Libby Ranger District, Kootenai National Forest, Montana, between Silvertip Forest Services, Inc. (Appellant), of Troy, Montana, and the U. S. Department of Agriculture, Forest Service (FS). The contracts involved surveying plots of old growth.

Appellant initially submitted a claim under Contract No. 43-03J1-8-0158, for \$2,738.63 seeking additional costs for survey work and citing as the basis that the FS miscalculated work time per plot. Among other issues, Appellant alleged that the FS did not inform Appellant of concerns that the FS had as to the “low amount” of Appellant’s bid. The FS disputed the claim and issued a final decision denying compensation. Appellant filed a timely appeal dated April 16, 2000, which the Board docketed as AGBCA No. 2000-149-1.

Thereafter, by letter dated June 4, 2000, Silvertip wrote the Board advising that it intended to file the same kind of claim on Contract No. 43-03J1-7-0143, as it had earlier filed in AGBCA No. 2000-149-1. Appellant pointed out that it intended to cite the same causes and reasons as it had relied upon in the earlier docketed appeal. Appellant then asked that it be allowed to combine the

proceedings. By letter of June 16, 2000, the Board notified the parties that it would combine the proceedings and deal with the two matters concurrently. The Board further advised that it would await the issuance of the anticipated final decision on the claim on this second contract and await the appeal from that decision, before having the parties proceed further.

After receiving no status report from the parties, the Board wrote the parties on December 13, 2000, and directed them to advise the Board of the status of the appeal and further to advise the Board as to whether they wanted the Board to continue to hold processing of the initial appeal in abeyance. In response, the Board was told that matters (issuance of a final decision) had been delayed due to the fire season and that the FS would issue a decision no later than February 12, 2001. The FS issued a decision on January 29, 2001, which in the context of Contract No. 43-03J1-7-0143, addressed essentially the same issues as in the earlier appeal. Appellant then filed a timely appeal, dated April 24, 2001, which the Board docketed as AGBCA No. 2001-149-2. In its appeal the Appellant requested that the matter be handled under the Board's expedited procedure. At that time, the Board at the request of Appellant, with no objection from the FS, redesignated AGBCA No. 2000-149-1 as AGBCA No. 2000-149-2 and proceeded to handle that appeal on an expedited basis. Thus, the Board has jurisdiction pursuant to the Contract Disputes Act of 1978, 41 U.S.C. §§ 601-613, as amended, and proceeds pursuant to 41 U.S.C. § 608, issuing a one-judge decision.

The parties then exchanged pleadings and the Board set the matter for hearing to be held in August 2001. Prior to the hearing, the Board was notified by telephone call of August 16, 2001, that the parties had reached a settlement in the appeals and would be forwarding a Stipulation for Dismissal. On November 1, 2001, the Board received the Stipulation for Dismissal with Prejudice, which was captioned AGBCA No. 2001-149-2. The Stipulation, however, stated:

COMES NOW, the parties in the above captioned matter, having negotiated, compromised and settled all claims arising out of or related to Federal Government contracts nos. 43-03J1-7-0143 and 43-03J1-8-0158;

IT IS HEREBY STIPULATED AND AGREED by the parties that the above captioned matter be **dismissed with prejudice** as fully settled on its merits, each party bearing its own attorneys fees and costs associated with this action.

It is clear from the above that the Stipulation covers both contracts and thus both AGBCA Nos. 2000-149-2 and 2001-149-2.

**DECISION**

Pursuant to the agreement of the parties and the Stipulation for Dismissal with Prejudice, the two above-captioned appeals are dismissed with prejudice.

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**HOWARD A. POLLACK**  
Administrative Judge

**Issued at Washington, D.C.**  
**November 28, 2001**